"Purchaser Disclosure Letter" shall have the meaning set forth in Section 3.3.

"Purchaser Indemnitees" shall have the meaning set forth in Section 6.2(a).

"Purchaser Material Adverse Effect" shall mean (i) an effect that would prevent or materially delay the ability of Purchaser to consummate the Transaction or (ii) a material adverse effect on the financial condition, properties, assets, liabilities, business or results of operations of Purchaser and its Subsidiaries, taken as a whole, excluding any such effect to the extent resulting from (A) changes or conditions (including political or legal conditions) generally affecting (x) the United States or global economy or financial, debt, credit or securities markets or (y) any industry in which Purchaser or its Subsidiaries operate; (B) declared or undeclared acts of war, terrorism, outbreaks or escalations of hostilities, sabotage or civil strife; (C) weather-related conditions; (D) any change in GAAP or applicable Laws or regulatory or enforcement developments except to the extent such change disproportionately affects Purchaser relative to other companies in the U.S. mobile wireless voice and data industry; (E) the failure by Purchaser to meet any estimates of revenues or earnings for any period ending on or after the date hereof; provided, that the exception in this clause (E) shall not prevent or otherwise affect a determination that any change, effect, circumstance or development underlying such decline has resulted in or contributed to a Purchaser Material Adverse Effect; or (F) a decline in the price of Purchaser Common Stock on the NYSE; provided, that the exception in this clause (F) shall not prevent or otherwise affect a determination that any change, effect, circumstance or development underlying such decline has resulted in or contributed to a Purchaser Material Adverse Effect. Any determination of "Purchaser Material Adverse Effect" shall exclude the effects of (i) the matters disclosed in the Purchaser Disclosure Letter or the Purchaser SEC Reports and (ii) the effects of any restrictions, limitations or conditions that by the terms of this Agreement are taken into account in determining the existence of a Regulatory Material Adverse Condition.

"Purchaser Preferred Stock" shall have the meaning set forth in Section 3.3(b)(i).

"Purchaser SEC Reports" shall mean such reports, schedules, forms, statements and other documents required to be filed by Purchaser under the Exchange Act or any successor statute, and the rules and regulations promulgated thereunder, including pursuant to Section 13(a) or 15(d) thereof, since January 1, 2009 (including the exhibits thereto and documents incorporated by reference therein).

"Purchaser Shares" shall have the meaning set forth in Section 2.2(b).

"Purchaser Welfare Plan" shall have the meaning set forth in Section 4.14(b).

"Registered" means issued by, registered with, renewed by, or the subject of, a pending application before any Governmental Entity or Internet domain name registrar.

"Regulatory Material Adverse Condition" shall have the meaning set forth in Section 4.6(b).

"Required Governmental Consents" shall have the meaning set forth in Section 5.2(c).

"Resolution Period" shall have the meaning set forth in Section 2.3(d).

"Sarbanes-Oxley Act" shall mean the Sarbanes-Oxley Act of 2002.

"SEC" shall mean the United States Securities and Exchange Commission.

"Second Tier Divested Spectrum Amount" shall mean, for each Spectrum Divestiture, (i) if the total number of MHz POPs to be divested in all Spectrum Divestitures is less than or equal to 2.5 billion, $0, or (ii) if the total number of MHz POPs to be divested in all Spectrum Divestitures is greater than 2.5 billion, an amount equal to the product of (A) the number of MHz POPs to be divested in such Spectrum Divestiture, (B) the corresponding dollar value per MHz POP for the applicable CMA of the divested MHz POPs as set forth in Column 3 of Annex B, and (C) an amount equal to (x) 1.0 minus (y) the First Tier Divestiture Ratio.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Seller" shall have the meaning set forth in the Preamble.

"Seller Cap" shall have the meaning set forth in Section 6.4(a)(i).

"Seller Disclosure Letter" shall have the meaning set forth in Section 3.2.

"Seller Indemnitees" shall have the meaning set forth in Section 6.2(b).

"Software" shall mean computer software, programs and databases in any form, including Internet web sites, web site content, member or user lists and information associated therewith, links, source code, object code, binary code, operating systems and specifications, data, databases, database management code, libraries, scripts, utilities, graphical user interfaces, menus, images, icons, forms, methods of processing, software engines, platforms and data formats, all versions, updates, corrections, enhancements, and modifications thereto, and all related documentation, developer notes, comments and annotations.

"Specified Deductible" shall have the meaning set forth in Section 6.4(a)(iii).

"Spectrum Divestiture" shall mean the sale, transfer or other divestiture of FCC Licenses for wireless spectrum required by, or agreed to with, any Governmental Entity in connection with obtaining a Governmental Consent, but shall not include any FCC Licenses included in any Market Divestiture (or in any Market that is subject to a Market Divestiture).

"Spectrum Divestiture Proceeds Percentage" shall mean the percentage equal to the product of (i) the Market Divestiture Proceeds Percentage (expressed as a decimal) and (ii) an amount equal to (A) 1.0 minus (B) the First Tier Divestiture Ratio.

"Spending Deficiency" shall mean an amount equal to the sum of (i) an amount (if positive) equal to (A) the product of the number of full months elapsed from the date hereof through the Closing and $215,000,000.00, plus (B) the product of the number of days in any partial month between the date hereof and the day prior to the Closing, divided by 30.5 (which amount may not be greater than 2), multiplied by $215,000,000.00, minus (C) the amount of capital expenditures made by the Company and its Subsidiaries in the period between the date hereof and the Closing, plus (ii) an amount (if positive) equal to (A) the product of the number of full months elapsed from the date hereof through the Closing and $460,000,000.00, plus (B) the product of the number of days in any partial month between the date hereof and the day prior to the Closing, divided by 30.5 (which amount may not be greater than 2), multiplied by $460,000,000.00, minus (C) the amount of expenditures made by the Company and its Subsidiaries on marketing and customer care activities in the period between the date hereof and the Closing.

"State Licenses" shall have the meaning set forth in Section 3.2(h)(ii).

"Stockholder's Agreement" shall have the meaning set forth in the Recitals.

"Subscriber" shall mean a mobile telephone number maintained by the Company or any of its Subsidiaries and assigned to an end user of the Company's and its Subsidiaries' mobile wireless voice or data services that is paying the Company or any of its Subsidiaries for such service.

"Subscriber List" shall have the meaning set forth in Section 4.31(a).

"Subscriber List Dispute Notice" shall have the meaning set forth in Section 4.31(b).

"Subsidiary" shall mean, with respect to any Person, any entity, whether incorporated or unincorporated, of which (i) voting power to elect a majority of the board of directors or others performing similar functions with respect to such other Person is held by the first mentioned Person and/or by any one or more of its Subsidiaries or (ii) at least 50% of the Equity Interests of such other Person is, directly or indirectly, owned or Controlled by such first mentioned Person and/or by any one or more of its Subsidiaries; provided, that for purposes of this Agreement, Cook Inlet/VS GSM VII PCS Holdings, LLC shall be deemed to be a Subsidiary of the Company.

"Tax" (including, with correlative meaning, the terms "Taxes" and "Taxable") shall mean all U.S. federal, state and local and non-U.S. income, profits, franchise, gross receipts, environmental, customs duty, capital stock, severances, stamp, payroll, sales, employment, unemployment, disability, use, property, withholding, excise, production, value added, occupancy and other taxes, duties or assessments of any nature whatsoever, together with all interest, penalties and additions imposed with respect to such amounts and any interest in respect of such penalties and additions.

"Taxing Authority" means a Governmental Entity or any subdivision, agency, commission or authority thereof or any quasi-governmental or private body having jurisdiction over the assessment, determination, collection or imposition of any Tax (including the IRS).

"Tax Return" shall mean all returns and reports (including elections, declarations, disclosures, schedules, estimates, and information returns) required to be supplied to a Taxing Authority relating to Taxes.

"Termination Date" shall have the meaning set forth in Section 7.2.

"Termination Transfer" shall have the meaning set forth in Section 7.5(b).

"Third-Party Claim" shall have the meaning set forth in Section 6.3(a).

"Third-Party Claim Notice" shall have the meaning set forth in Section 6.3(a).

"Threshold" shall have the meaning set forth in Section 6.4(a).

"Trade Secret" shall have the meaning set forth in the definition of "Intellectual Property."

"Trademarks" shall have the meaning set forth in the definition of "Intellectual Property."

"Transaction" shall have the meaning set forth in Section 2.1.

"Transfer Taxes" shall mean any and all transfer Taxes (excluding Taxes measured in whole or in part by net income or gain), including sales, use, excise, stock, stamp, documentary, filing, real estate transfer, recording, permit, license, authorization and similar Taxes.

"Transition Period" shall have the meaning set forth in Section 4.21.

"Unresolved Items" shall have the meaning set forth in Section 2.3(e).

1.2. Other Definitional Provisions. Unless the express context otherwise requires:

(a) the words "hereof", "herein", and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(b) the terms defined in the singular have a comparable meaning when used in the plural, and vice versa;

(c) any references herein to "Dollars" and "$" are to United States Dollars;

(d) any references herein to a specific Section, Schedule, Annex or Exhibit shall refer, respectively, to Sections, Schedules, Annexes or Exhibits of this Agreement;

(e) wherever the word "include," "includes," or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation"; and

(f) references herein to any gender includes each other gender.

ARTICLE II
Purchase and Sale; Closing

2.1. Purchase and Sale. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller will cause Holding to sell, convey, assign, transfer and deliver to Purchaser, free and clear of all Encumbrances, and Purchaser will purchase, acquire and accept from Holding, all of Holding's right, title and interest in and to the Company Shares (including, for the avoidance of doubt, the payment of the Cash Consideration and issuance of the Purchaser Shares to Seller, the "Transaction").

2.2. Payment at Closing. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall:

(a) pay to Seller an amount in cash equal to $25,000,000,000.00 (the "Cash Consideration");

(b) issue and deliver to Seller a number of shares of Purchaser's Common Stock, par value $1.00 per share (the "Purchaser Common Stock"), which may be represented by one or more certificates or may be uncertificated, at Purchaser's election, equal to the quotient obtained by dividing (i) $14,000,000,000.00, plus (A) an amount (positive or negative) equal to the Estimated Closing Free Cash Flow Adjustment Amount, minus (B) the Estimated Closing Discharged Indebtedness, minus (C) the Estimated Divestiture Adjustment Amount, by (ii) the Average Adjusted Closing Price (the "Purchaser Shares," and, together with the Cash Consideration, the "Purchase Price"); provided, that in the event of any dividend or distribution (other than Purchaser's customary cash dividend permitted by Section 4.17(a)), stock split, reverse stock split, stock dividend, reorganization, reclassification, merger, combination, recapitalization, or other like change with respect to or affecting shares of Purchaser Common Stock (or in respect of which a record date or effective date, as applicable, has been declared and passed), and including any stock repurchase or redemption effected on a substantially pro rata basis or in which the majority of Purchaser's stockholders participate, prior to the Closing which affects the number of shares of Purchaser Common Stock Seller should equitably receive, such number of Purchaser Shares shall be equitably adjusted to the extent necessary to provide the parties the same economic effect as contemplated by this Agreement prior to such transaction or declaration; and provided, further, that any payment hereunder to be made in the form of shares of Purchaser Common Stock shall be made only in whole shares, and any fractional shares shall be rounded up to the nearest whole share.

(c) At least 15 Business Days prior to the Closing, Purchaser may elect, by delivery of written notice to Purchaser, to increase the Cash Consideration by up to $4,200,000,000.00 and decrease the number of Purchaser Shares (a "Cash Election"). If Purchaser makes a Cash Election, the number of Purchaser Shares shall be decreased by an amount equal to the quotient obtained by dividing (i) the additional cash being paid as Cash Consideration by (ii) the Average Trading Price; provided, that in no event shall the Cash Election result in a number of Purchaser Shares being issued in the Transaction being less than 5% of the issued and outstanding shares of Purchaser Common Stock as of the Closing (after giving effect to the shares of Purchaser Common Stock issued in the Transaction).

2.3. Purchase Price Adjustment.

(a) Statement of Adjustment.

(i) At least four Business Days prior to the expected Closing Date (and in any event not more than 10 Business Days prior to the actual Closing Date), Seller shall prepare and deliver to Purchaser a statement (the "Estimated Seller Closing Statement") consisting of a calculation in reasonable detail of the estimated Free Cash Flow Adjustment Amount (the "Estimated Closing Free Cash Flow Adjustment Amount") and the estimated amount as of the Closing of Indebtedness of the Company and its Subsidiaries of a type included in the line items set forth on Schedule 2.3(a)(II) of the Seller Disclosure Letter (such Indebtedness as of the Closing Date, the "Closing Discharged Indebtedness," and such estimated Closing Discharged Indebtedness, the "Estimated Closing Discharged Indebtedness"). The Estimated Seller Closing Statement shall be prepared in good faith and in accordance with the accounting principles, practices and methodologies used in the Financial Statements (the "Applicable Accounting Principles") and using the line items set forth on Schedule 2.3(a)(I) and (II) of the Seller Disclosure Letter. Purchaser shall have the right to object to the amounts contained in the Estimated Seller Closing Statement within two Business Days after the delivery of the Estimated Seller Closing Statement to Purchaser. Seller shall in good faith consider the objections, if any, of Purchaser to the Estimated Seller Closing Statement and, if Purchaser has made any objections, will re-issue an Estimated Seller Closing Statement containing the Estimated Closing Discharged Indebtedness no later than two Business Days prior to the Closing Date with any such revisions that Seller has determined in good faith are appropriate.

(ii) At least four Business Days prior to the expected Closing Date (and in any case not more than 10 Business Days prior to the actual Closing Date), Purchaser shall prepare in good faith and deliver to Seller a statement (the "Estimated Purchaser Closing Statement") consisting of a calculation in reasonable detail of the estimated Divestiture Adjustment Amount (the "Estimated Divestiture Adjustment Amount"). Seller shall have the right to object to the amounts contained in the Estimated Purchaser Closing Statement within two Business Days after the delivery of the Estimated Purchaser Closing Statement to Seller. Purchaser shall in good faith consider the objections, if any, of Seller to the Estimated Purchaser Closing Statement and, if

Seller has made any reasonable objections, will re-issue an Estimated Purchaser Closing Statement containing the Estimated Divestiture Adjustment Amount no later than two Business Days prior to the Closing Date with any such revisions that Purchaser has determined in good faith are appropriate.

(b) Closing Statement. As promptly as practicable following the Closing Date (but in any event within 90 days thereafter) Purchaser shall prepare, or cause to be prepared, and deliver to Seller a statement (the "Closing Statement") consisting of a calculation in reasonable detail of the Free Cash Flow Adjustment Amount and Closing Discharged Indebtedness and a calculation of the amount, if any, payable pursuant to Section 2.3(g). The Closing Statement shall be signed by a duly authorized officer and prepared in good faith and in accordance with the Applicable Accounting Principles and using the line items set forth on Schedule 2.3(a)(I) and (II) of the Seller Disclosure Letter. Seller shall provide to Purchaser and its representatives full access to the books and records of the Company and its Subsidiaries and to any other information, including work papers of its accountants and access to employees as Purchaser shall reasonably request in connection with Purchaser's preparation of the Closing Statement.

(c) Closing Statement Dispute Notice. The Closing Statement shall become final, binding and conclusive upon Seller and Purchaser on the 30th day following Seller's receipt of the Closing Statement unless on or prior to such 30th day Seller delivers to Purchaser a written notice (a "Closing Statement Dispute Notice") stating that Seller disputes one or more items contained in the Closing Statement (a "Disputed Item") and specifying in reasonable detail each Disputed Item.

(d) Resolution Period. If Seller delivers a Closing Statement Dispute Notice, then Purchaser and Seller shall seek in good faith to resolve the Disputed Items during the 30-day period beginning on the date Purchaser receives the Closing Statement Dispute Notice (the "Resolution Period"). If Purchaser and Seller reach agreement with respect to any Disputed Items, Purchaser shall revise the Closing Statement to reflect such agreement.

(e) Independent Accountant. If Purchaser and Seller are unable to resolve all Disputed Items during the Resolution Period, then, at the request of either party, Purchaser and Seller shall jointly engage and submit the unresolved Disputed Items (the "Unresolved Items") to the Independent Accountant. Purchaser and Seller shall use their reasonable best efforts to cause the Independent Accountant to issue its written determination regarding the Unresolved Items within 30 days after such items are submitted for review. The Independent Accountant shall make a determination with respect to the Unresolved Items only and in a manner consistent with this Section 2.3 and the Applicable Accounting Principles. Each party shall use its reasonable best efforts to furnish to the Independent Accountant such work papers and other documents and information pertaining to the Unresolved Items as the Independent Accountant may request. The determination of the Independent Accountant shall be final, binding and conclusive on Purchaser and Seller absent manifest error. The fees, expenses and costs of the American Arbitration Association and the Independent Accountant shall be borne in the same proportion as the aggregate amount of the Unresolved Items that is unsuccessfully disputed by each (as determined

by the Independent Accountant) bears to the total amount of the Unresolved Items submitted to the Independent Accountant.

(f) Access to Information. Purchaser shall provide promptly to Seller and its representatives full access to the books and records of the Company and its Subsidiaries and to any other information and access to employees as Seller shall reasonably request in connection with Seller's review of the Closing Statement, including all work papers of the accountants who audited, compiled or reviewed the Closing Statement or the underlying accounting data.

(g) Final Cash Adjustment.

(i) If the Free Cash Flow Adjustment Amount as of the Closing as set forth on the final Closing Statement or as determined by the Independent Accountant, as applicable, (A) exceeds the Estimated Closing Free Cash Flow Adjustment Amount, then Purchaser shall pay Seller an amount equal to such excess, or (B) is exceeded by the Estimated Closing Free Cash Flow Adjustment Amount, then Seller shall pay Purchaser an amount equal to such excess.

(ii) If the Closing Discharged Indebtedness of the Company and its Subsidiaries as set forth on the final Closing Statement or as determined by the Independent Accountant, as applicable, (A) exceeds the Estimated Closing Discharged Indebtedness, then Seller shall pay Purchaser an amount equal to such excess, or (B) is exceeded by the Estimated Closing Discharged Indebtedness, then Purchaser shall pay Seller an amount equal to such excess.

(iii) The party that is required to make a payment pursuant to this Section 2.3 shall make such payment within five Business Days after the Closing Statement is finalized pursuant to clause (c), (d) or (e) of this Section 2.3.

(iv) Any payment under this Section 2.3(g) shall be made in cash; provided, that payments to be made by one party under this Section 2.3(g) may be set off and netted against payments to be made by the other party under this Section 2.3(g).

(h) Final Divestiture Adjustment.

(i) As promptly as practicable after the Closing Date (but in any event within 90 days thereafter) Seller shall prepare in good faith and deliver to Purchaser a statement setting forth in reasonable detail any continuing disagreements ("Divestiture Disputes") with the Estimated Purchaser Closing Statement, a calculation in reasonable detail of the Divestiture Adjustment Amount and a calculation of the amount, if any, payable pursuant to this Section 2.3(h). Seller and Purchaser shall attempt in good faith for 30 days to resolve such Divestiture Disputes. If a resolution cannot be reached through good faith negotiation within 30 days then, at the request of either Purchaser or Seller, Purchaser and Seller shall jointly engage and submit the unresolved Divestiture Disputes to the Independent Accountant, and such Divestiture Disputes shall be resolved

in accordance with Section 2.3(e) (with such Divestiture Disputes deemed to be "Unresolved Items" for this purpose).

(ii) If the Divestiture Adjustment Amount as set forth in the statement delivered pursuant to Section 2.3(h)(i) (as may be amended pursuant to Section 2.3(h)(i)) (A) exceeds the Estimated Divestiture Adjustment Amount, then Seller shall pay Purchaser an amount equal to such excess, or (B) is exceeded by the Estimated Divestiture Adjustment Amount, then Purchaser shall pay Seller an amount equal to such excess.

(iii) The party that is required to make a payment pursuant to this Section 2.3(h) shall make such payment within five Business Days after the later of the delivery of the statement pursuant to Section 2.3(h)(i) and the final determination of all Divestiture Disputes pursuant to Section 2.3(e).

(i) Divestiture Proceeds. If, in accordance with its obligations under Section 4.6, Purchaser shall be required to or have agreed to make any Divestiture Sales, then from time to time upon the receipt of any consideration in respect of assets that are or will be the subject of any Divestiture Sale or any distributions or other proceeds received or retained from such assets, but in no event later than promptly following the completion of such Divestiture Sale (or upon the subsequent receipt of any such consideration, distributions, or proceeds received following the completion of any such Divestiture Sale in respect of such Divestiture Sale), Purchaser shall pay to Seller in U.S. Dollars an amount equal to (i) with respect to a Market Divestiture, the product of (A) the fair market value of the consideration distributions or other proceeds received by Purchaser, the Company or their Subsidiaries in such Market Divestiture net of all reasonable costs and expenses, including applicable taxes (calculated using an assumed combined U.S. federal and state tax rate of 35% with respect to taxable income or gain recognized in such Divestiture Sale) and fees paid or required to be paid with respect to such Divestiture Sale, and (B) the Market Divestiture Proceeds Percentage and (ii) with respect to Spectrum Divestitures, the product of (A) the fair market value of the consideration or other proceeds received by Purchaser, the Company or their Subsidiaries in such Spectrum Divestiture net of all reasonable costs and expenses, including applicable taxes (calculated using an assumed combined U.S. federal and state tax rate of 35% with respect to taxable income or gain recognized in such Divestiture Sale) and fees paid or required to be paid with respect to such Divestiture Sale, and (B) the Spectrum Divestiture Proceeds Percentage. If any Divestiture Sale provides for potential post-closing indemnity or other payments by the Company or any of its Affiliates (including, after the Closing, Purchaser and its Affiliates) and such payments are actually made, Seller agrees to reimburse Purchaser from time to time for any difference in the amount that would have been paid to Seller pursuant to this Section 2.3(i) if the proceeds of the Divestiture Sale had been reduced by the amount of post-Closing indemnity or other payments. The provisions of this Section 2.3(i) shall not apply unless the Divestiture Adjustment Amount is greater than $0.

(j) Method of Payment, Interest, etc. Any amount paid pursuant to Section 2.3(g) or 2.3(h) shall be (i) increased by interest on such amount, compounded daily, at

an annual interest rate equal to 3%, from the Closing Date to and including the date of payment based on a 365 day year, and (ii) made by wire transfer of immediately available cash funds to an account designated by the receiving party. Except to the extent otherwise required pursuant to a "determination" within the meaning of Section 1313(a) of the Code, payments pursuant to Section 2.3(g), 2.3(h) or 2.3(i) shall be treated as an adjustment to the Purchase Price for income Tax purposes.

2.4. Closing. The closing of the Transaction (the "Closing") shall take place at the offices of Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004, at 9:00 A.M., local time, on the fifth Business Day following the satisfaction or waiver of the conditions set forth in Article V (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions) or at such other time and place as the parties may agree in writing. The "Closing Date" shall be the date upon which the Closing occurs.

ARTICLE III
Representations and Warranties

3.1. Representations and Warranties Regarding Seller, Global and Holding. Seller hereby represents and warrants to Purchaser, as of the date hereof and as of the Closing, as follows:

(a) Organization and Good Standing. Each of Seller, Global and Holding has been duly organized, is validly existing and is in good standing under the Laws of Germany. Prior to the date hereof, Purchaser has been provided with complete and correct copies of Global's and Holding's Organizational Documents.

(b) Authorization. Seller has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Transaction. Holding has all requisite power and authority to sell the Company Shares. The execution and delivery by Seller of this Agreement, the performance of its obligations hereunder and the consummation by Seller of the Transaction have been duly authorized by all necessary action of Seller, Global and Holding. This Agreement has been duly executed and delivered by Seller and, assuming the due authorization, execution and delivery of this Agreement by Purchaser, constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights generally or, as to enforceability, by general equitable principles. No authorization by the stockholders of Seller is required to consummate the Transaction.

(c) No Conflicts. The execution and delivery of this Agreement by Seller, the performance of its obligations hereunder and the consummation of the Transaction, will not constitute or result in (i) a breach or violation of, or a default under, the Organizational Documents of Seller, Global or Holding or (ii) a breach or violation of, a termination (or right of termination) or default under, the creation or acceleration of any obligations under, the change of

any rights of Seller, Global or Holding under, or the creation of an Encumbrance on, any of the assets of Seller, Global or Holding (with or without notice, lapse of time or both) pursuant to any contract of Seller, Global or Holding, except, in the case of clause (ii) for any such breach, violation, termination, default, creation or acceleration that would not, individually or in the aggregate, reasonably be likely to prevent, materially delay or materially impair the ability of Seller to consummate the Transaction.

(d) Ownership of Global, Holding and Company Shares.

(i) Seller is the record and beneficial owner of, and has good and valid title to, all of the issued and outstanding shares of capital stock of Global and Global is the record and beneficial owner of, and has good and valid title to, all of the issued and outstanding shares of capital stock of Holding. Holding is the record and beneficial owner of, and has good and valid title to, the Company Shares, free and clear of any Encumbrances, and consummation of the Transaction will vest good and valid title to the Company Shares in Purchaser, free and clear of any Encumbrances.

(ii) There are no preemptive or other outstanding rights, options, warrants, conversion rights, stock appreciation rights, redemption rights, repurchase rights, agreements, arrangements or commitments of any character under which Seller, Global or Holding is or may become obligated to sell, or giving any Person a right to acquire, or in any way dispose of, any of the Company Shares or any securities or obligations exercisable or exchangeable for, or convertible into, any of the Company Shares, and no securities or obligations evidencing such rights are authorized, issued or outstanding. The Company Shares are not subject to any voting trust agreement or other contract, agreement or arrangement restricting or otherwise relating to the voting, dividend rights or disposition of the Company Shares.

(e) Brokers and Finders. Neither Seller, on its own behalf or on behalf of Global, Holding or the Company, nor any of Seller's, Global's, Holding's or the Company's respective officers, directors or employees has employed any broker or finder for which Seller (or a Subsidiary of Seller other than the Company and its Subsidiaries) is not responsible for such broker's or finder's fees or incurred any Liability for any brokerage fees, commissions or finder's fees in connection with the Transaction for which Seller (or a Subsidiary of Seller other than the Company and its Subsidiaries) is not responsible.

(f) Licenses. Schedule 3.1(f) of the Seller Disclosure Letter sets forth a true and complete list, as of the date hereof, of all Licenses from the FCC or any PUC held by Seller and its Subsidiaries (other than the Company and its Subsidiaries).

(g) Ownership of Purchaser Common Stock. As of the date hereof, Seller does not Beneficially Own any shares of Purchaser Common Stock.

3.2. Representations and Warranties Regarding the Company and its Subsidiaries. Except as set forth in the corresponding sections of the disclosure letter delivered to Purchaser on or prior to entering into this Agreement (the "Seller Disclosure Letter") (it being agreed that

disclosure of any item in any part of the Seller Disclosure Letter shall be deemed disclosure with respect to any other part to which the relevance of such item is reasonably apparent) or as set forth in the Financial Statements, Seller hereby represents and warrants to Purchaser that as of the date hereof and as of the Closing:

(a) Organization, Good Standing and Qualification. Each of the Company and its Subsidiaries is a legal entity duly organized, validly existing and in good standing under the Laws of its respective jurisdiction of organization and has all requisite power and authority to own and operate its properties and assets and to carry on its business as presently conducted and is qualified to do business and is in good standing in each jurisdiction where the ownership or operation of its assets or properties or conduct of its business requires such qualification, except where the failure to be so organized, qualified or in good standing or to have such power or authority would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect. Prior to the date hereof, Purchaser has been provided with complete and correct copies of each of the Company's and its Subsidiaries' Organizational Documents, and each as so delivered is in full force and effect.

(b) Capitalization.

(i) The authorized capital stock of the Company consists solely of 500,000,000 shares of common stock, $0.000001 par value per share ("Company Common Stock"), of which 292,669,971 shares are issued and outstanding and 10,000,000 shares of preferred stock, par value $0.001 par value per share, of which no shares are issued and outstanding. The Company Shares represent all shares of Company Common Stock issued and outstanding. All of the shares of Company Common Stock (A) have been duly authorized and validly issued, (B) are fully paid and nonassessable, and (C) were issued in compliance with all applicable Laws concerning the issuance of securities. There are no other Equity Interests of the Company issued, authorized or outstanding.

(ii) There are no preemptive or other outstanding rights, options, warrants, conversion rights, stock appreciation rights, redemption rights, repurchase rights, agreements, arrangements or commitments of any character under which the Company is or may become obligated to issue or sell, or giving any Person a right to subscribe for or acquire, or in any way dispose of, any Equity Interests of the Company or any securities or obligations exercisable or exchangeable for, or convertible into, any Equity Interests of the Company, and no securities or obligations evidencing such rights are authorized, issued or outstanding. The outstanding shares of Company Common Stock are not subject to any voting trust agreement or other contract, agreement or arrangement restricting or otherwise relating to the voting, dividend rights or disposition of such Equity Interests. There are no phantom stock or similar rights providing economic benefits based, directly or indirectly, on the value or price of the Equity Interests of the Company.

(c) Subsidiaries.

(i) A true and complete list of the Subsidiaries of the Company as of the date hereof is set forth on Schedule 3.2(c)(i) of the Seller Disclosure Letter, and such list sets forth, with respect to each such Subsidiary, as of the date hereof (A) its jurisdiction of organization or formation, (B) the direct or indirect ownership interest of the Company in each Subsidiary, as well as the ownership interest of any other Person in each Subsidiary that is not wholly owned, directly or indirectly, by the Company, and (C) the Company's or its Subsidiaries' direct or indirect Equity Interests in any other Person.

(ii) All of the Equity Interests of each Subsidiary of the Company owned by the Company are owned free and clear of any Encumbrances. There are no preemptive or other outstanding rights, options, warrants, conversion rights, stock appreciation rights, redemption rights, repurchase rights, agreements, arrangements or commitments of any character under which any Subsidiary of the Company is or may become obligated to issue or sell, or giving any Person a right to subscribe for or acquire, or in any way dispose of, any Equity Interests of any Subsidiary of the Company or any securities or obligations exercisable or exchangeable for, or convertible into, any Equity Interests of any Subsidiary of the Company, and no securities or obligations evidencing such rights are authorized, issued or outstanding.

(iii) All of the outstanding Equity Interests of the Subsidiaries of the Company have been duly authorized and are validly issued, fully paid and nonassessable. The outstanding Equity Interests of each Subsidiary of the Company are not subject to any voting trust agreement or other contract, agreement or arrangement restricting or otherwise relating to the voting, dividend rights or disposition of such Equity Interests. There are no phantom stock or similar rights providing economic benefits based, directly or indirectly, on the value or price of the Equity Interests of any Subsidiary of the Company. The Company does not own, directly or indirectly, any Equity Interests in any Person that is not a Subsidiary of the Company.

(d) Governmental Filings; No Conflicts.

(i) Other than the reports, filings, registrations, consents, approvals, permits, authorizations and/or notices (A) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), (B) European Union Council Regulation (EC) No. 139/2004 of January 20, 2004 (the "EC Merger Regulation"), (C) with or to the Federal Communications Commission (the "FCC") pursuant to the Communications Act of 1934, as amended (the "Communications Act"), or (D) pursuant to any applicable state or territorial public utility Laws and rules, regulations and orders of any state or territorial public utility commissions ("PUCs") or similar foreign public utility Laws and rules, regulations and orders of any regulatory bodies regulating telecommunications businesses, in respect of the jurisdictions set forth on Schedule 3.2(d) of the Seller Disclosure Letter, no notices, reports or other filings are

required to be made or effected by Seller, Global, Holding, the Company or its Subsidiaries with, nor are any consents, registrations, approvals, permits or authorizations required to be obtained by Seller, Global, Holding, the Company or its Subsidiaries from, any domestic or foreign governmental or regulatory authority, agency, commission, body or other governmental entity ("Governmental Entity") in connection with the execution and delivery of this Agreement by Seller or the performance of its obligations hereunder, except those that the failure to make, effect, or obtain would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect.

(ii) The execution and delivery of this Agreement by Seller, the performance of its obligations hereunder and the consummation of the Transaction will not constitute or result in (A) a breach or violation of, or a default under, the Organizational Documents of the Company or of any of its Subsidiaries; (B) a breach or violation of, a termination (or right of termination) or default under, the creation or acceleration of any obligations under, the change of any rights of the Company or any of its Subsidiaries under, or the creation of an Encumbrance (other than an Encumbrance set forth in clauses (i) through (iv) of the definition of Permitted Encumbrance) on, any of the assets of the Company or any of its Subsidiaries (with or without notice, lapse of time or both) pursuant to, any contract; or (C) conflict with, breach or violate any Law applicable to Seller, Global, Holding or the Company or any of their respective Subsidiaries or by which its or by which any of their properties are bound or affected, except, in the case of clause (B) or (C), for any such breach, violation, termination, default, creation or acceleration that would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect.

(e) Financial Statements; Undisclosed Liabilities.

(i) Prior to the date hereof, Purchaser has been provided with complete and correct copies of the audited consolidated statements of operations and comprehensive income, changes in stockholders' equity and cash flows of the Company and its Subsidiaries for the fiscal years ended December 31, 2008, 2009 and 2010 and consolidated balance sheets of the Company and its Subsidiaries as at such dates (the "Financial Statements"). The Financial Statements (A) have been prepared in accordance with GAAP applied on a consistent basis during the periods involved, except as may be noted therein or in the notes thereto; (B) present fairly, in all material respects, the consolidated financial position of the Company and its Subsidiaries as at the dates thereof and the consolidated results of operations and comprehensive income, changes in stockholders' equity and cash flows of the Company and its Subsidiaries for the periods then ended; and (C) accurately reflect in all material respects the books of account and other financial records of the Company and its Subsidiaries.

(ii) Neither the Company nor any of its Subsidiaries has any Liabilities except for (A) Liabilities reflected or reserved against on the balance sheet included in, or otherwise disclosed in, the Financial Statements and not heretofore paid or discharged; (B) Liabilities incurred since December 31, 2010 in the ordinary course of business

consistent with past practice; or (C) Liabilities that would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect.

(f) Litigation. There is no civil, criminal or administrative action, suit, demand, claim or hearing, or, to the Knowledge of the Company, proceeding or investigation pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries, except those that would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect and those first arising after the date hereof in the ordinary course of business. Neither the Company nor any of its Subsidiaries is a party to, or subject to the provisions of, any judgment, order, writ, injunction, decree or award of any Governmental Entity that was issued by the FCC that would, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect. No representation or warranty is made in this Section 3.2(f) with respect to Tax matters, which shall be governed exclusively by Section 3.2(g) (Employee Benefits) and 3.2(l) (Taxes), or environmental matters, which shall be governed exclusively by Section 3.2(k) (Environmental Matters).

(g) Employee Benefits.

(i) All benefit and compensation plans, contracts, agreements, policies or arrangements sponsored or contributed to by the Company or any of its Subsidiaries (or for which the Company or any of its Subsidiaries could have any liability), including "employee benefit plans" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and employment agreements, deferred compensation, change of control, retention, stock option, stock purchase, stock appreciation, stock based, incentive, severance and bonus plans (other than any immaterial benefit plans) (the "Benefit Plans") in effect as of the date hereof are listed on Schedule 3.2(g) of the Seller Disclosure Letter. True and complete copies of all Benefit Plans listed on Schedule 3.2(g) of the Seller Disclosure Letter, and of all related material funding documents, have been provided or made available to Purchaser prior to the date hereof.

(ii) Each Benefit Plan was established and, except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect, has been maintained and administered in compliance in all respects with the terms thereof and the applicable requirements of ERISA, the Internal Revenue Code of 1986, as amended (the "Code"), and any other applicable Law. Each Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination or opinion letter from the Internal Revenue Service (the "IRS") with respect to its qualified status under Section 401(a) of the Code or has pending or has time remaining in which to file an application for such determination from the IRS (or the Company and its Subsidiaries are entitled to rely on a favorable opinion or advisory letter issued by the IRS in accordance with Revenue Procedure 2005-16 with respect to the qualified status of the plan document), and, to the Knowledge of the Company, there is no fact or circumstance that exists that would, individually or in the aggregate, reasonably be likely to give rise to the revocation of such qualified status. All

contributions required to be made under the terms of any Benefit Plan (including all employer contributions and employee salary reduction contributions) have been timely made or are reflected in the Financial Statements as at the dates thereof. No event has occurred and no condition exists that would, individually or in the aggregate, reasonably be likely to subject the Company or any of its Subsidiaries to any material Tax, fine, lien, penalty or other liability imposed by ERISA or the Code in respect of any Benefit Plan.

(iii) Neither the Company nor any ERISA Affiliate maintains or contributes to or has within the past six complete calendar years maintained or contributed to, or been required to contribute to, an "employee pension benefit plan" (within the meaning of Section 3(2) of ERISA) that is subject to Title IV of ERISA, is a "multiemployer plan" (within the meaning of Section 3(37) of ERISA) or is a multiple employer plan (within the meaning of Section 4063 of ERISA or Section 413(c) of the Code) or, except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect, has any liability, directly or indirectly, with respect to such plans. Except as required by the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or similar state or local law or as is reflected on the Financial Statements, neither the Company nor any ERISA Affiliate is obligated to provide any retiree health or life insurance benefits to any employee or former employees of the Company or any ERISA Affiliate.

(iv) Excluding claims for benefits under any Benefit Plan and except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect, (A) there is no action, suit, audit or claim or, to the Knowledge of the Company, proceeding or investigation pending against or involving or threatened against or involving any Benefit Plan before any court or arbitrator or any Governmental Entity, or federal, state or local official that would, individually or in the aggregate, reasonably be likely to subject the Company or any of its Subsidiaries to a material liability, except those first arising after the date hereof in the ordinary course of business and (B) to the Knowledge of the Company, there are no facts or circumstances existing that would, individually or in the aggregate, reasonably be likely to give rise to such actions, suits, audits, claims or proceedings.

(v) There has been no amendment to or announcement by, the Company or any of its Subsidiaries relating to, or change in employee participation or coverage under, any Benefit Plan that would increase materially the expense of maintaining such plan above the level of the expense incurred therefor for the most recent fiscal year.

(vi) Neither the execution of this Agreement nor the consummation of the Transaction will (whether alone or in connection with any other event(s)): (A) entitle any employee of the Company or any of its Subsidiaries to severance pay or any increase in severance pay (or other compensation or benefits) upon any termination of employment; (B) accelerate the time of payment or vesting or result in any payment or funding (through a grantor trust or otherwise) of any compensation or benefits under, or

increase the amount payable pursuant to, any of the Benefit Plans; (C) limit or restrict the right of the Company or any of its Subsidiaries or, after the consummation of the Transaction, Purchaser or any of its Subsidiaries, to merge, amend or terminate any of the Benefit Plans (other than solely pursuant to applicable Law); or (D) result in payments under any of the Benefit Plans that would not be deductible under Section 280G of the Code.

(vii) No Benefit Plan provides any person with any amount of additional compensation if such individual is provided amounts subject to excise or additional taxes imposed under Sections 409A or 4999 of the Code.

(viii) Each Benefit Plan that is a "nonqualified deferred compensation plan" (as defined under Section 409A(d)(1) of the Code) is, except as would not result in a material liability, in documentary compliance with Section 409A of the Code and the guidance provided thereunder and has been operated and administered in compliance in all material respects with Section 409A of the Code and the guidance provided thereunder.

(h) Compliance with Laws; Licenses.

(i) The business of the Company and its Subsidiaries has not been, and is not being, conducted in violation of any federal, state, local or foreign law, statute or ordinance, common law or any rule, regulation, guideline, standard, judgment, order, writ, injunction, decree, arbitration award, agency requirement, license or permit of any Governmental Entity (collectively, "Laws"), except for violations that would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect. No investigation or review by any Governmental Entity with respect to the Company or any of its Subsidiaries is, to the Knowledge of the Company, pending or threatened, nor has any Governmental Entity indicated an intention to conduct the same, except for such investigations or reviews that would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect; provided, that such exception shall not apply to such investigations or reviews by the FCC or the Department of Justice. The Company and its Subsidiaries each has obtained and is in compliance with all permits, licenses, certifications, approvals, registrations, consents, authorizations, franchises, variances, exemptions and orders issued or granted by a Governmental Entity ("Licenses") necessary to conduct its business as presently conducted, except those the absence of which would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect (the "Material Licenses").

(ii) Schedule 3.2(h)(ii) of the Seller Disclosure Letter sets forth a true and complete list, as of the date hereof, of (A) all Material Licenses and, to the extent not otherwise constituting Material Licenses, all Licenses issued or granted to the Company or any of its Subsidiaries by the FCC and all leases for the use of wireless spectrum licensed to other FCC licensees (such licenses and leases, "FCC Licenses") (other than point to point microwave licenses, business radio licenses, experimental licenses and

Section 214 certificates), all Licenses issued or granted to the Company or any of its Subsidiaries by PUCs regulating telecommunications businesses ("State Licenses"), and all Licenses issued or granted to the Company or any of its Subsidiaries by foreign Governmental Entities regulating telecommunications businesses (collectively with the Material Licenses, FCC Licenses and State Licenses, the "Communications Licenses"); (B) all pending applications for Licenses that would be Communications Licenses if issued or granted; and (C) all pending applications by the Company or any of its Subsidiaries for modification, extension or renewal of any Communications License. Each of the Company and its Subsidiaries is in compliance with its obligations under each of the FCC Licenses and the rules and regulations of the FCC, and with its obligations under each of the FCC Licenses and State Licenses, in each case, except for such failures to be in compliance with Licenses that would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect. To the Knowledge of the Company, there is not pending or threatened before the FCC, the Federal Aviation Administration (the "FAA") or any other Governmental Entity any proceeding, notice of violation, order of forfeiture or complaint or investigation against the Company or any of its Subsidiaries relating to any of the Communications Licenses, in each case, except that would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect. The FCC actions granting all FCC Licenses, together with all underlying construction permits, have not been reversed, stayed, enjoined, annulled or suspended, and there is not pending or, to the Knowledge of the Company, threatened any application, petition, objection or other pleading with the FCC, the FAA or any other Governmental Entity that challenges or questions the validity of or any rights of the holder under any such FCC License, in each case, except that would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect.

(iii) Except for immaterial matters, Seller validly holds the FCC Licenses and the FCC Licenses are validly issued in the name of the Company or one of its Subsidiaries. The FCC Licenses are in full force and effect and are free and clear of all Encumbrances or any restrictions which might, individually or in the aggregate, limit the full operation of the FCC Licenses in any material respect.

(iv) All of the currently operating cell sites and microwave paths of the Company and its Subsidiaries in respect of which a filing with the FCC was required have been constructed and are currently operated as represented to the FCC in currently effective filings, and modifications to such cell sites and microwave paths have been preceded by the submission to the FCC of all required filings, in each case, except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect.

(v) All transmission towers owned or leased by the Company and its Subsidiaries are obstruction-marked and lighted by the Company or its Subsidiaries to the extent required by, and in accordance with, the rules and regulations of the FAA (the "FAA Rules"), except that would not, individually or in the aggregate, reasonably be

likely to have a Company Material Adverse Effect. Appropriate notification to the FAA has been made for each transmission tower owned or leased by the Company and its Subsidiaries to the extent required to be made by the Company or any of its Subsidiaries by, and in accordance with, the FAA Rules, in each case, except that would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect.

(vi) Neither the Company nor any of its Subsidiaries holds any FCC Licenses through a partnership, joint venture or other Person that is not a Subsidiary of the Company.

(vii) The Company does not hold any License to offer, and does not offer, any services or features other than wireless voice and data services and features, and any ancillary services or features thereto. The Company and its Subsidiaries do not conduct any business other than the Business.

(viii) No representation or warranty is made in this Section 3.2(h) with respect to Tax matters, which shall be governed exclusively by Sections 3.2(g) (Employee Benefits) and 3.2(l) (Taxes), or environmental matters, which shall be governed exclusively by Section 3.2(k) (Environmental Matters).

(i) Absence of Certain Changes. Since December 31, 2010 and, prior to the date hereof, the Company and its Subsidiaries have conducted their respective businesses only in, and have not engaged in any material transaction other than in accordance with, the ordinary course of such businesses consistent with past practice, and there has not been any:

(i) change in the financial condition, properties, assets, liabilities, business, prospects or results of their operations or any circumstance, occurrence or development (including any adverse change with respect to any circumstance, occurrence or development existing on or prior to December 31, 2010) that, individually or in the aggregate, has had or would reasonably be likely to have a Company Material Adverse Effect;

(ii) merger or consolidation between the Company or any of its Subsidiaries with any other Person, except for any such transactions among wholly-owned Subsidiaries of the Company, or any restructuring, reorganization or complete or partial liquidation or similar transaction or the entry into any agreements or arrangements imposing material changes or restrictions on its assets, operations or businesses;

(iii) acquisition of assets outside of the ordinary course of business consistent with past practice;

(iv) creation or incurrence of (x) any Encumbrance on any FCC licenses or (y) any Encumbrance (other than any Encumbrance set forth in clauses (i) through (iv) of the definition of Permitted Encumbrances) on the other assets of the

Company or its Subsidiaries that are, individually or in the aggregate, material to the Company or any of its Subsidiaries;

(v) loan, advance, guarantee or capital contribution to, or investment in any Person (other than any of the foregoing to or on behalf of the Company or any direct or indirect wholly-owned Subsidiary of the Company and other than loans or advances to employees and contractors in the ordinary course of business consistent with past practices in an amount not to exceed $250,000 individually);

(vi) material damage, destruction or other casualty loss with respect to any material asset, or Owned Real Property, Leased Real Property or property otherwise used by the Company or any of its Subsidiaries, whether or not covered by insurance;

(vii) declaration, setting aside or payment of any non-cash distribution with respect to any Equity Interests of the Company or any of its Subsidiaries (except for distributions by any direct or indirect wholly-owned Subsidiary of the Company);

(viii) incurrence of any Indebtedness for borrowed money other than from Seller or any of its wholly-owned Subsidiaries;

(ix) material change in any method of financial accounting or accounting practice by the Company or any of its Subsidiaries, except for any such change required by changes in GAAP or applicable Law;

(x) increase in the compensation payable or to become payable to its officers or employees (except for increases in the ordinary course of business and consistent with past practice);

(xi) fundamental change to any of the important elements of the network technologies or principal billing systems of the Company and its Subsidiaries (excluding system upgrades, equipment replacement and similar matters, in each case within the same fundamental framework of such network technologies and billing systems); or

(xii) agreement to do any of the foregoing.

(j) Insurance. All material fire and casualty, general liability, business interruption, product liability and sprinkler and water damage insurance policies maintained by the Company or any of its Subsidiaries ("Insurance Policies"), together with adequately capitalized self-insurance arrangements, provide adequate coverage for all normal risks incident to the business of the Company and its Subsidiaries and their respective properties and assets, except for any such failures to maintain such Insurance Policies that would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect. As of the date hereof, neither the Company nor any of its Subsidiaries has received any written notice of cancellation of any material Insurance Policy.

(k) Environmental Matters. Except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect:

(i) since the date that is four years prior to the date hereof, the Company and its Subsidiaries have been in compliance with all applicable Environmental Laws and have not incurred any Liabilities concerning any Environmental Laws with respect to the business of the Company and its Subsidiaries;

(ii) there are no writs, injunctions, decrees, awards, orders or judgments outstanding, or any actions, suits, demands, claims or hearings or, to the Knowledge of the Company, proceedings or investigations pending or, to the Knowledge of the Company, threatened, relating to compliance with, or Liability under, any Environmental Law affecting the business of the Company and its Subsidiaries, other than those first arising after the date hereof in the ordinary course of business;

(iii) to the Knowledge of the Company, there has been no release, threatened release, contamination or disposal of Hazardous Substances at any property currently or formerly owned or operated in connection with the business of the Company and its Subsidiaries (including in soils, groundwater, surface water, buildings or other structures) or at any third-party property, or from any waste generated by the Company or any of its Subsidiaries or any legally responsible predecessor corporation thereof, that has given or would, individually or in the aggregate, reasonably be likely to give rise to any Liability under any Environmental Law for which the Company or any of its Subsidiaries would incur or share Liability; and

(iv) there are no consent decrees, orders or similar agreements with any Governmental Entity imposing restrictions on the ownership, use or transfer of any real property relating to, or derived from, any Environmental Law, and there are no indemnification or other agreements with any third party (other than ordinary course provisions in leases of real property or in agreements for the acquisition or disposition of assets or businesses) relating to any Liability or potential Liability under any Environmental Law.

(l) Taxes. Except as would not have and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect:

(i) (A) All Tax Returns required to be filed by, or on behalf of, or with respect to, the Company and each of its Subsidiaries have been timely filed (taking into account extensions) with the appropriate Taxing Authority and all such Tax Returns are true and complete, and (B) the Company has, or has caused each of its Subsidiaries to, duly and timely pay all Taxes due and payable, including Taxes required to be withheld from amounts owing to any employee, creditor, shareholder or other third party, except in each case of clauses (A) and (B), with respect to matters contested in good faith or for which adequate reserves have been established, in accordance with GAAP, in the most recent Financial Statements, as adjusted to reflect operations in the ordinary course of business since the date thereof.

(ii) All deficiencies or assessments made in writing as a result of any audit, examination or investigation by any Taxing Authority of Tax Returns of the Company and its Subsidiaries that are due and payable have been fully paid, and no other audits, examination or investigations by any Taxing Authority relating to any Tax Returns of the Company and its Subsidiaries are in progress. Neither the Company nor any of its Subsidiaries have received written notice from any Taxing Authority of the commencement of any audit, examination or investigation not yet in progress. There is no action, suit, demand, claim or hearing or, to the Knowledge of the Company, proceeding, relating to Taxes pending or, to the Knowledge of the Company, threatened, against the Company or any of its Subsidiaries.

(iii) Neither the Company nor any of its Subsidiaries is a party to any Tax indemnification, Tax allocation or Tax sharing agreement pursuant to which the Company or any of its Subsidiaries, as applicable, will have any obligation to make any payments after the Closing Date, other than (A) any agreements solely among the Company and/or its Subsidiaries and (B) Tax provision in loan agreements, leases, license agreement and other commercial agreements the principal purpose of which does not relate to Taxes. Neither the Company nor any of Subsidiaries is or could be liable for Taxes of any Person (other than of a member of the affiliated group for U.S. federal income tax purposes of which the Company or any of its Subsidiaries is or was the common parent) (A) under Section 1.1502-6 of the Treasury Regulations (or any similar provision of state, local or foreign Law), (B) as a transferee or successor, or (C) otherwise, for any taxable period (or portion thereof) ending on or before the Closing Date for which the applicable statute of limitations (including extensions) is not closed.

(iv) In the past five years, the Company has not received any IRS private letter ruling or entered into any closing agreements within the meaning of Section 7121 of the Code relating to or with respect to the income and/or assets of the Company or any of its Subsidiaries. There are no pending requests by the Company or any of its Subsidiaries for an IRS private letter ruling.

(v) There are no Encumbrances for Taxes upon any assets of the Company or any of its Subsidiaries other than Permitted Encumbrances.

(vi) Within the preceding three years, no written claim has been received by the Company or any of its Subsidiaries from a Taxing Authority in any jurisdiction where the Company or any of its Subsidiaries does not file income or franchise Tax Returns asserting that the Company or any of its Subsidiaries is or may be subject to taxation by such jurisdiction.

(vii) Neither the Company nor any of its Subsidiaries has granted any currently effective waiver, extension or comparable consent regarding the application of the statute of limitations with respect to any Taxes or Tax Return, nor has any request for any such waiver, extension or consent been made.

(viii) Within the preceding three years, neither the Company nor any of its Subsidiaries has been a distributing or controlled corporation in a transaction to which Section 355 of the Code applies.

(ix) Neither the Company nor any of its Subsidiaries has participated in a "listed transaction" within the meaning of Section 1.6011-4(b)(2) of the Treasury Regulations.

(m) Labor Matters.

(i) As of the date hereof, none of the Company or its Subsidiaries is party to or otherwise bound by any labor and collective bargaining agreements, contracts or other agreements or understandings with a labor union or labor organization.

(ii) To the Knowledge of the Company and as of the date hereof, neither the Company nor any of its Subsidiaries is the subject of any proceeding asserting that it has committed an unfair labor practice or seeking to compel it to bargain with any labor union or labor organization.

(iii) As of the date hereof, no material labor strike, dispute, walk-out, work stoppage, slow-down or lockout involving the Company or its Subsidiaries is pending or, to the Knowledge of the Company, threatened, nor has there been since December 31, 2008.

(n) Intellectual Property.

(i) All Intellectual Property owned or held exclusively by the Company and its Subsidiaries ("Owned Intellectual Property") is exclusively owned or held (beneficially and of record, where applicable) by the Company or one of its Subsidiaries, free and clear of all Encumbrances (other than Permitted Encumbrances), and is not subject to any open source or similar license agreement or distribution model, or to any commitments to any standards-setting or similar organization, except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect. The Owned Intellectual Property is valid, subsisting and enforceable, and is not subject to any outstanding order, judgment, decree or agreement adversely affecting the Company's or its Subsidiaries' use of, or their rights to, such Intellectual Property, except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect.

(ii) The Company and its Subsidiaries have sufficient rights to use all material Intellectual Property used in, or necessary for the conduct of their business as presently conducted, all of which rights shall survive unchanged the consummation of the Transaction. The Company and its Subsidiaries have taken commercially reasonable measures to protect the Owned Intellectual Property, and to protect the confidentiality of all Trade Secrets that are owned, used or held for use by the Company and its Subsidiaries. The Company and each of its Subsidiaries maintains a policy requiring that

upon their hire, employees of the Company and its Subsidiaries execute confidentiality and intellectual property assignment agreements which prohibit such employees from disclosing the Company's and its Subsidiaries' Trade Secrets and confidential information without the written approval of an officer of the Company and which assign to the Company all Intellectual Property rights developed by such employees during the course of their employment with the Company or its Subsidiaries.

(iii) Neither the Company nor any of its Subsidiaries has infringed, misappropriated or otherwise violated the Intellectual Property rights of any third party in the past six years, except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect. There is no litigation, opposition, cancellation, proceeding, objection or claim pending, asserted or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries concerning the ownership, validity, registrability, enforceability, infringement or use of, or licensed right to use, any Intellectual Property, except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect. To the Knowledge of the Company, no Person is infringing, misappropriating or otherwise violating any Owned Intellectual Property right of the Company or its Subsidiaries.

(iv) The material IT Assets used by the Company or any of its Subsidiaries operate and perform as needed by the Company and its Subsidiaries to adequately conduct their respective businesses as presently conducted and, except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect, the data therein have not been subject to unauthorized access by any Person.

(o) Contracts.

(i) Schedule 3.2(o) of the Seller Disclosure Letter lists all Material Contracts in effect as of the date hereof (other than Intellectual Property Contracts that are to be delivered pursuant to Section 4.2(a)(iv)). The term "Material Contracts" means all of the following types of Company Contracts (other than Organizational Documents of the Company and its Subsidiaries, Benefit Plans or other agreements related to employee benefits and agreements related to labor matters to the extent that such items are provided for in Sections 3.2(g) (Employee Benefits) and 3.2(m) (Labor Matters), respectively):

(A) Company Contracts evidencing Indebtedness for borrowed money with a principal amount greater than $100,000,000.00;

(B) joint venture, partnership, limited partnership or limited liability company agreements relating to the formation, creation, operation, existence, management or control of any joint venture, partnership, limited partnership or limited liability company that is not wholly owned, directly or indirectly by the Company;

(C) each Company Contract for distribution, supply, inventory, purchase, license or advertising or similar agreement that is reasonably likely to involve consideration of more than $300,000,000.00 in the aggregate in any 12-month period, other than any such contract that can be cancelled without penalty or further payment on 90 or fewer days' notice;

(D) stock purchase agreements, asset purchase agreements and other Company Contracts relating to the acquisition, lease or disposition by the Company or any of its Subsidiaries of assets and properties or any Equity Interest of the Company or any of its Subsidiaries for consideration in excess of $100,000,000.00 or under which the Company or any of its Subsidiaries has any indemnification obligations or any other on-going obligations that would reasonably be likely to result in payments in excess of $50,000,000.00;

(E) Company Contracts that are reasonably likely to involve consideration of more than $300,000,000.00 in any 12-month period or involved consideration of more than $300,000,000.00 in the aggregate during calendar year 2010 or $600,000,000.00 in the aggregate over the term of such Company Contract;

(F) any Company Contract that would reasonably be likely to involve consideration of more than $50,000,000.00 in any 12-month period that is an interconnection, bundling or similar agreement in connection with which the equipment, networks and services of the Company or any of its Subsidiaries are connected to those of another service provider in order to allow their respective customers access to each other's services and networks (except for those that are terminable, without penalty, on 12 months or less notice);

(G) any Company Contract that would reasonably be likely to involve consideration of more than $100,000,000.00 in any 12-month period that is an agency, dealer, reseller, franchise or other similar contract (except for those that are terminable, without penalty, on 90 days or less notice);

(H) any Company Contract that would reasonably be likely to involve consideration of more than $50,000,000.00 in any 12-month period that contains any commitment to (1) provide wireless services coverage in a particular geographic area, (2) build out tower sites in a particular geographic area, or (3) pay for a specified number of minutes of roaming usage of a third party's network regardless of the amount of actual usage (except for those that are terminable, without penalty, on 12 months or less notice);

(I) roaming Company Contracts that would reasonably be likely to involve consideration of more than $100,000,000.00 in any 12-month period that cannot be terminated on 30 days or less notice;